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Supreme Court, U.S.
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JUN 24 1997
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No. 96-2027

In The

Supreme Court of the United States

October Term, 1996

CHARLY INTERNATIONAL, APS
CHARLY HOLDINGS, INC.,

Petitioners,

vs.

MCA RECORDS, INC.,

Respondents.

Petition For A Writ Of Certiorari To The Ninth Circuit Court Of Appeals

SUPPLEMENTAL APPENDIX

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I HEREBY CERTIFY THAT THIS DOCUMENT WAS SERVED BY FIRST CLASS MAIL, POSTAGE ILLEGIBLE TO ALL COUNSEL (OR PARTIES) AT THEIR RESPECTIVE MOST RECENT ADDRESS OF RECORD IN THIS ACTION IN THIS DATE.

7/27/95

/s/ Illegible
DEPUTY CLERK

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

MCA RECORDS, INC., Plaintiff, v. CHARLY RECORDS, LTD.; CHARLY HOLDINGS, INC.; AND CHARLY RECORDS INTERNATIONAL APS; Defendants.	CASE NO. CV-92-0200 RSWL (Sx) [~~PROPOSED~~] JUDGMENT (Filed July 26, 1995)

Plaintiff MCA Records, Inc. ("MCA"), having applied to this Court for a default judgment on its Complaint against Charly Records, Ltd. ("Charly Records"); Charly Records' default having been entered on November 2,

1992; and MCA's Motion For A Declaration, A Finding of Liability, and Injunctive Relief having been granted on April 19, 1993, and

MCA having applied to this Court for a default judgment on the issue of damages against Charly Holdings, Inc. ("Charly Holdings") and Charly Records International APS ("Charly International"); the Court having ruled on September 26, 1994, that Charly Holdings and Charly International do not now have any rights in the Chess Masters[1] and that MCA had the exclusive rights in the Chess Masters; the jury having returned a general verdict on December 16, 1994, in MCA's favor on liability on its claims for trademark infringement, false designation of origin, intentional and negligent interference with prospective economic advantage, and unfair competition; and the Court having entered Charly Holdings' and Charly International's default on June 14, 1995, with respect to the issue of damages, and good cause appearing therefor,

IT IS HEREBY ORDERED AND ADJUDGED:

1. That MCA shall recover from Charly Records, Charly Holdings, and Charly International, jointly and

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[1] The term "Chess Masters" means and refers to all master recordings listed in the two-volume published work entitled "The Chess Labels – A Discography," compiled by Michel Ruppli and published by Greenwood Press (1983), from the inception of recording, which are contained on any label, including but not limited to, the Chess, Checker, Cadet and Argo labels, whether or not such master recordings were or had been released by any person or entity.

severally, the sum of $5,114,416.14, consisting of Charly Records' profits from U.S. sales;

2. That MCA shall recover from Charly International and Charly Holdings, jointly and severally, the sum of $119,967.79, consisting of Charly International's profits from U.S. sales;

3. That MCA recover from Charly Holdings and Charly International, jointly and severally, the sum of $1,079,710.07, consisting of Charly Holdings' profits from U.S. sales;

4. That MCA recover from Charly Records the sum of $2,057,597.68 as punitive damages;

5. That MCA recover from Charly Records its reasonable attorneys' fees;

6. That Charly Records, Charly Holdings, and Charly International, do not now have, and never have had, any rights, title, and interest in and to the Chess Masters; and that MCA has the exclusive right, title, and interest in and to the Chess Masters;

7. That Charly Records, Charly Holdings, and Charly International, and each of them, and their respective officers, directors, shareholders, employees, agents, representatives, assignees, licensees, and privies; and all other persons acting in concert or participation with each or any of them, be and are hereby permanently enjoined and restrained from engaging in, committing, or performing, directly or indirectly, by any means whatsoever, any of the following acts in the United States:

(a) manufacturing, distributing, marketing, advertising, or selling, or causing to be manufactured,

distributed, marketed, advertised, or sold, any phonorecords (as that term is defined in the Copyright Act – 17 U.S.C. Section 101) made from the Chess Masters;

(b) licensing, selling, or assigning, or causing to be licensed, sold, or assigned, any right, title or interest in and to the Chess Masters;

(c) claiming or representing to any person or entity ownership or possession of any right, title or interest in and to the Chess Masters;

(d) interfering with, infringing, or disturbing in any manner MCA's exclusive ownership of all right, title, and interest in and to the Chess Masters;

(e) using the "Chess" trademark or logo (United States Patent and Trademark Office Registration Nos. 1,446,148 and 1,448,274), copies of which are attached hereto, in referring to, or in connection with, any master recordings or phonorecords;

(f) claiming or representing to any person or entity that they have ownership or possession of any right, title or interest in and to the Chess trademark or logo; and

(g) interfering with, infringing, or disturbing in any manner MCA's exclusive ownership of all right, title, and interest in and to the "Chess" trademark and logo;

8. That Charly Records, Charly Holdings, and Charly International shall forthwith deliver to MCA all masters, tapes, and phonorecords in their possession, custody, or control containing any recordings made from or constituting the Chess Masters; and

9. That MCA recover of Charly Records, Charly Holdings, and Charly International, jointly and severally, its costs of action to be taxed by the Clerk in the amount of $___.

Dated: July 26, 1995

/s/ Ronald S.W. Lew
Ronald S.W. Lew
United States District
Court Judge

PRESENTED BY:

RUSSELL J. FRACKMAN
SCOTT H. BAUMAN
MITCHELL, SILBERBERG & KNUPP

By: /s/ Scott H. Bauman
Scott H. Bauman
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is Mitchell, Silberberg & Knupp, 11377 West Olympic Blvd., Los Angeles, CA 90064.

On July 25, 1995, I served the foregoing document described as **[PROPOSED] JUDGMENT** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Marc. H. Greenberg, Esq.
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Suite 2500
Los Angeles, California
90071

and, following ordinary business practices, placing the envelope(s) for collection and deposit in the U.S. Postal Service at 11377 West Olympic Boulevard, Los Angeles, California.

I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service. Under that practice, all correspondence is deposited with the U.S. Postal Service on the same day that it is placed for collection and processing, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 25, 1995, at Los Angeles, California.

/s/ Eirlys Davidson
EIRLYS DAVIDSON